



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 543-2022A

**CONSTRUCTION OF THE NEW WFPS AMALGAMATED STATION 9 - 1083
AUTUMNWOOD DRIVE**

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PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. DEFINITIONS

B1.1 When used in this Request for Qualification:

- (a) **"Bidder"** means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (b) **"Business Day"** means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (c) **"Calendar Day"** means the period from one midnight to the following midnight;
- (d) **"City"** means the City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
- (e) **"City Council"** means the Council of the City of Winnipeg;
- (f) **"Contract"** means the combined documents consisting of the Request for Qualification package, Request for Proposal package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (g) **"Contract Administrator"** means the person authorized to represent the City in respect of the Request for Qualifications unless otherwise specified hereinafter;
- (h) **"Contractor"** means the person undertaking the performance of the work under the terms of the Contract;
- (i) **"may"** indicates an allowable action or feature which will not be evaluated;
- (j) **"must"** or **"shall"** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (k) **"Person"** means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (l) **"should"** indicates a desirable action or feature which will be evaluated on a relative scale;
- (m) **"Site"** means the lands and other places on, under, in or through which the work is to be performed;
- (n) **"Submission or Qualification Submission"** means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (o) **"Submission Deadline"** means the time and date for final receipt of Submissions;
- (p) **"Substantial Performance"** shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (q) **"Tender"** means the Bid Submission, the Bidding Procedures, these General Conditions, the Supplemental Conditions, the Specifications, the Drawings and all addenda;
- (r) **"Work"** or **"Works"** means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all Plant, Material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract, including all Changes in Work which may be ordered as herein provided.

B2. EXECUTIVE SUMMARY

B2.1 City of Winnipeg Public Service has received Council approval to proceed with procurement of the construction of the new WFPS Amalgamated Station 9 at 1083 Autumnwood Drive (the Project)

B2.2 Project Description and Building Concept

B2.3 This project includes the demolition of the existing Windsor Park Library at 955 Cottonwood and Fire Station 15 at 1083 Autumnwood Drive and the construction of a new 2 storey 1,695m² (18,245 ft²) fire and paramedic station. The new amalgamated Station 9 will include a five (5) vehicle/apparatus bay station housing both Fire and Paramedic operations with integrated training facilities and hazardous materials equipment storage. The new facility will include a dwelling unit located on the second floor consisting of sleeping quarters, a day room, kitchen and fitness area for staff use. A training classroom will be located on the main floor of the facility and will be available to the public.

B2.4 The site development area of approximately 3,770m² will include a new concrete apron for the apparatus vehicles, staff and public parking and a public plaza at the main entrance of the building.

B2.5 The building will be heated and cooled using water-to-air heat pumps connected to a primary hydronic loop with geothermal ground heat exchanger. The ground heat exchanger will be a vertical closed loop system. A backup natural gas boiler will be provided. Ancillary spaces will be conditioned using electric heaters. Apparatus bays will be heated and cooled using a water-to-air heat pump, with natural gas unit heaters to assist in temperature recovery. The building will use two energy recovery ventilators, exhaust fans, and two make-up air units with packaged DX cooling and natural gas heating. Domestic hot water will be pre-heated using a water-to-water heat pump and boosted by two electric hot water tanks.

B2.6 The building power will be provided via a new 1200A CSTE and distribution and branch panels located through the building. Back up emergency power for identified loads will be provided by a standby generator. Internally, power and data outlets will be provided for office spaces and common areas as appropriate, and dedicated connections will be provided for mechanical equipment. Externally, power will be provided for parking lot receptacles. Interior and exterior lighting will be provided by LED fixtures. Interior fixtures will be recessed, surface mounted or suspended as appropriate. Exterior fixtures will be pole mounted. Office spaces and common areas will utilize daylight harvesting dimming controls with manual override switches. Circulation spaces such as corridors will utilize occupancy sensors, and service spaces will utilize manual controls. Exterior fixtures will utilize photocell control.

B2.7 The building is designed to meet and achieve Green Globes certification (2 Globes), and to achieve the Efficiency Manitoba New Buildings Program 2.2.

B2.8 The building is designed to meet the 2015 City of Winnipeg Accessibility Design Standard.

B2.9 The current WFPS Station 15 located at 1083 Autumnwood Drive presently operates on the property in a 'grandfathered' status relative to past zoning mandates that are now superseded. The property is currently zoned as PR1 Parks and Recreation – Passive Neighborhood / Community. A rezoning application has been submitted to rezone the property at 1083 Autumnwood Drive to C2 Commercial Community.

B3. BACKGROUND

B3.1 The Fire Underwriters Survey conducted in 2014 and updated in 2018 identified that Fire and Paramedic Station 9 at 864 Marion Street and Station 15 at 1083 Autumnwood Drive have overlapping fire response coverage areas, and that one could be removed without impacting service, provided the same type of fire vehicle deployment remained in the area. This included a Pumper Engine, a Rescue, and a Hazardous Materials response vehicle. The report also recommended an additional water tanker and ladder truck apparatus.

B3.2 The Standards of Coverage and Master Plan completed in 2018 suggested that one third of Winnipeg Fire Paramedic Service (WFPS) stations need to be replaced and another third require significant renovations to meet current fire service needs. The Standards of Coverage highlighted some of the more urgent building renovation issues and recommended consolidating Fire Paramedic Stations 9 and 15, and the creation of a new station in Waverley West to provide appropriate response times to this new community.

B3.3 With these recommendations in mind, WFPS undertook preliminary design work on a proposed new amalgamated Station 9/15 in 2018. A preliminary design was undertaken by Cibinel Architecture Ltd. for the purpose of establishing a Class 3 cost estimate to be used for securing a capital budget and proceed with infrastructure development. The plan associated with this design was to build a new amalgamated Station 9 on the current site of Station 15 and on adjacent City-owned land at 955 Cottonwood Road; that property being the site of the former Windsor Park Library which now stands vacant.

B4. WINNIPEG

B4.1 Winnipeg is an important Canadian city, and the capital of the Province of Manitoba. Located in Western Canada, Winnipeg plays a prominent role in transportation, finance, manufacturing, agriculture and education. It is known as the Gateway to the West. The City is located near the geographic centre of North America. It lies in a flood plain at the confluence of the Red and Assiniboine rivers and started around the point now commonly known as The Forks. It is protected from flooding by the Red River Floodway. Winnipeg covers an area of 663 square kilometers.

B4.2 For information on City demographics, refer to the City of Winnipeg web site at: https://www.winnipeg.ca/cao/pdfs/CommunityTrendsandPerformanceReportVolume1_2019.pdf

B4.3 For information related to the City's political structure, refer to the City of Winnipeg web site at: <https://winnipeg.ca/council/default.stm>

B4.4 For information related to the City's administrative structure and services refer to the City of Winnipeg web site at: <https://winnipeg.ca/interhom/toc/departments.asp>

B4.5 For information related to the City's finances refer to the City of Winnipeg web site at: <https://winnipeg.ca/finance/default.stm>

B5. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT

B5.1 The purpose of this Request for Qualifications (RFQ) is to identify experienced and capable Bidders to successfully delivery the Project.

B5.2 The City invites qualified individuals to submit a Qualification Submission in response to this RFQ.

B5.3 After receiving the Submissions to this RFQ, the City will review all Submissions received and shortlist up to five of the most qualified Bidders. Only those Bidders on the shortlist will be invited to further submit a more detailed proposal.

B6. SCOPE OF WORK

B6.1 The Work to be done under the subsequent Contract shall consist of the demolition of the existing Windsor Park Library and Fire Station 15, and the construction of the new WFPS Amalgamated Station 9 and all associated site work.

B6.2 The major components of the Work are as follows:

- (a) Demolition of the existing Windsor Park Library at 955 Cottonwood and Fire Station 15 at 1083 Autumnwood Drive.

- (b) Demolish existing 400A service to existing lift pump generator building on the property. Replace with underground feeders from existing lift station building to lift station loads on median routed around new building footprint.
- (c) Foundations;
- (d) Superstructure;
- (e) Building Envelope;
- (f) Interior Partitions and finishes;
- (g) Mechanical systems;
- (h) Electrical systems;
- (i) Site work including grading, drainage, utilities, services and hard and soft landscaping.

B6.3 Indicative drawings showing the design intent for the new fire station are attached in Appendix 1.

B7. GENERAL CONDITIONS

B7.1 The *General Conditions for Construction* (Revision 2020 01 31) are applicable to the Work of the Contract.

B7.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm

B8. PROJECT SCHEDULE

B8.1 The City intends to complete the evaluation of the Qualification Submissions by Sept. 22nd 2022 and proceed with the issuance of a Tender by November 8th 2022.

B8.2 Details on the Tender schedule will be provided to the shortlisted Bidders at the completion of the RFQ stage. The City intends to complete the Tender stage by March 14th 2023.

B8.3 Estimated Preliminary Schedule

Phase	Approximate Date(s)
1. RFQ Open Period (Stage 1)	August 8 th 2022 – Aug 31 st 2022
2. Evaluation/Shortlist of Bidders	September 1 st 2022 – September 29 th 2022
3. Construction Tender Open Period, open only to shortlisted Bidders (Stage 2)	November 8 th 2022
4. Anticipated Date of Re-zoning Complete	October 2022
5. Anticipated Date of Award of Construction Contract	March 14 th 2023
6. Anticipated Date of Construction Start / Mobilization	March 21 st 2023
7. Estimated Construction Period	March 2023 – May 2024
8. Anticipated Substantial Completion	May 2024

B9. PROCUREMENT PROCESS

B9.1 The first stage of the procurement process for the Project is this RFQ.

- (a) The City intends to invite no more than five prequalified Bidders to participate in the second stage of the procurement process, the Tender.

- (b) The City holds the right to contact any or all Bidders and references during the evaluation process to confirm the information provided; and
- (c) The City, in its sole discretion, may interview any or all Bidders and references during the evaluation process to provide clarification or additional information in relation to its Submission.

B9.2 The second stage of the procurement process for the Project is the Tender.

- (a) Only those Bidders on the shortlist will be invited to bid on the future Tender 543-2022B; and
- (b) Details on the Tender process will be provided to the Bidders at the completion of the RFQ stage.

B9.3 Following completion of the RFQ stage, Bidders will be invited to provide bids in response to the Tender. The City will evaluate the bids received from the Bidders and award the Contract.

B9.4 Details on the Tender process will be provided to the shortlisted Bidders at the completion of the RFQ stage.

B9.5 Upon completion of the Tender stage, the City's Project Team intends to make a recommendation for award of the Contract. Award of the Contract to the recommended contractor will be subject to final approval.

B10. DISCLOSURE

B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are:

- (a) Cibinel Architecture Ltd.
 - (i) Architectural design, Prime Consultant
- (b) Collins Design Service
 - (i) Fire station design consulting
- (c) Crosier Kilgour & Partners Ltd.
 - (i) Structural Engineering Design
- (d) Epp Siepman Engineering Inc.
 - (i) Mechanical and Electrical Engineering design, Energy Modeling
- (e) HTFC Planning and Design
 - (i) Landscape design
- (f) KGS Group
 - (i) Civil engineering services
- (g) MORR Transportation Consulting Ltd.
 - (i) Transportation consulting
- (h) Hanscomb Ltd.
 - (i) Cost Consulting
- (i) Graham Construction
 - (i) Construction schedule review
- (j) Bockstael Construction Limited
 - (i) Construction schedule review

B11. CONFLICT OF INTEREST AND GOOD FAITH

B11.1 Bidders, by responding to this RFQ, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFQ process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFQ process) of strategic and/or material relevance to the RFQ process or to the Work that is not available to other Bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B11.3 In connection with its Bid, each entity identified in B11.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFQ process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B11.4 Without limiting B11.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B11.5 Without limiting B11.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and

- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B12. ENQUIRIES

B12.1 All enquiries shall be directed to the Contract Administrator identified in B13.

B12.2 Any Bidder who has questions as to the meaning or intent of any part of this document or who believes this document contains any error, inconsistency or omission should make an enquiry prior to the Submission Deadline requesting clarification, interpretation or explanation in writing to the Contract Administrator.

B12.3 If the Bidder finds errors, discrepancies or omissions in the document, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B12.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the RFQ will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B12.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the RFQ will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B12.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B11.3 unless that response or interpretation is provided by the Contract Administrator in writing.

B12.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B13. CONTRACT ADMINISTRATOR

B13.1 The Contract Administrator is Cibinel Architecture Ltd. , represented by:

Steff Beernaerts
Project Manager

Telephone No. 204-989-8925
Email Address: steff@cibinel.com

B14. ADDENDA

B14.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the RFQ, or clarifying the meaning or intent of any provision therein.

B14.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B14.3 Addenda will be available on the MERX website at www.merx.com.

- B14.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B14.5 The Bidder should acknowledge receipt of each addendum on Form A: Qualification Submission.
- B14.6 Notwithstanding B12, enquiries related to an Addendum may be directed to the Contract Administrator indicated in B13.

B15. CONFIDENTIALITY AND PRIVACY

- B15.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
 - (b) becomes publicly known other than through the Bidder; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B15.2 The protection of personal information and privacy will be fundamental aspects of the Project. Bidder shall comply with all applicable privacy legislation, including but not limited to the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"). In addition, Bidders are advised that the City is subject to The Freedom of Information and Protection of Privacy Act (Manitoba) ("FIPPA") and that the Contractor will be expected to comply with the obligations imposed upon the City pursuant to FIPPA.
- B15.3 The Bidder is advised that any information contained in any Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B15.4 All Qualification Submissions submitted to the City will be kept in confidence with the City for the sole purposes of evaluating and developing the best possible strategic option for the City. Qualification Submissions will become the property of the City. The City will have the right to make copies of all Submissions for its internal review process and to provide such copies to its staff and/or external advisors and representatives.
- B15.5 The City reserves the right to post the names of the shortlisted Bidders. or otherwise make this information public at the end of the RFQ selection process.
- B15.6 All information will become and remain the property of the City; none will be returned. If the Submission contains any proprietary or trade secret information, said information must be indicated as such.

B16. NON-DISCLOSURE

- B16.1 Bidders must not disclose any details pertaining to their Qualification Submission and the selection process in whole or in part to anyone not specifically involved in their Submission, without the prior written approval of the City. Bidders shall not issue a news release or other public announcement pertaining to details of their Qualification Submission or the selection process without the prior written approval of the City.
- B16.2 Bidders are advised that an attempt on the part of any Bidder or any of its employees, agents, contractors or representatives to contact any members of City Council or their staff or any member of City Administration other than the Contract Administrator with respect to this RFQ, may lead to disqualification.

B17. NO COLLUSION

- B17.1 Upon responding to this RFQ, each Bidder shall declare that they have not participated in any collusive scheme or combine.
- B17.2 Bidders must ensure that their participation in this RFQ is conducted without collusion or fraud on their part or any of their team. Bidders and their team members shall not engage in discussions or other communications with any other Bidders or their team members regarding the preparation or submission of their responses to this RFQ. Breach of this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the Tender has been issued, from the Tender process.

B18. NO LOBBYING

- B18.1 Any form of political or other lobbying whatsoever in relation to the Project or with a view to influencing the outcome of this RFQ process is strictly prohibited. Failure to comply with this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the Tender has been issued, disqualification from the Tender process.

B19. ELIGIBILITY

- B19.1 No Persons involved with the City, or acting as a consultant or sub-consultant to the City with respect to this Project, are eligible to submit a Qualification Submission for this RFQ or participate in any manner whatsoever as a participant or advisor to any Bidder participating in this RFQ or subsequent Tender.

B20. OPENING OF QUALIFICATION SUBMISSIONS AND RELEASE OF INFORMATION

- B20.1 Qualification Submissions will not be opened publicly.
- B20.2 After evaluation, the names of the shortlisted Bidders and their address(es) will be available on the MERX website at www.merx.com.
- B20.3 The Bidder is advised that any information contained in any Qualification Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B20.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Qualification Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B20.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

SUBMISSION INSTRUCTIONS

B21. SUBMISSION DEADLINE

- B21.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 31st, 2022.
- B21.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B21.1.

B22. QUALIFICATION SUBMISSION

- B22.1 The Qualification Submission should consist of the following components:

- (a) Form A: Request for Qualification Application (Section A);
- (b) Experience of Bidder (Section B);
- (c) Evidence of Bonding Capacity, Insurance, Safety, Workers Compensation, and Authority to Carry on Business (Section C);

- B22.2 The Qualification shall be submitted electronically through MERX at www.merx.com.
- B22.3 Qualifications will **only** be accepted electronically through MERX.
- B22.4 All requirements of the RFQ should be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B22.5 Bidders are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B29.1(a).
- B22.6 All Submissions received in response to this RFQ will be kept in confidence with the sole purposes of evaluating and developing the best possible strategic option for the City.
- B22.7 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.
- B22.8 The City reserves the right to make additional copies of all Submissions for its internal review process and to provide such copies to its staff and external advisors.

B23. FORM A: QUALIFICATION SUBMISSION (SECTION A)

- B23.1 Further to B22.1(a), the Bidder shall complete Form A: Request for Qualifications Application, making all required entries.
- B23.2 Paragraph 2 of Form A: Qualification Submission shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B23.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B23.2.
- B23.3 In Paragraph 3 of Form A: Qualification Submission, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of this RFQ.
- B23.4 Paragraph 7 of Form A: Qualification Submission should be signed in accordance with the following requirements:
- (a) if the Bidder is sole proprietor carrying of business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name or by the registered owner's authorized officials if the owner is a partnership or a corporation.

- B23.5 The name and official capacity of all individuals signing Form A: Qualification Submission should be printed below such signatures.
- B23.6 All signatures should be original.
- B23.7 If a Submission is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Submission, shall be both jointly and several.

B24. EXPERIENCE OF BIDDERS (SECTION B)

- B24.1 Further to B22.1(b), the Bidder should submit information in sufficient detail for the City to evaluate the qualifications of the Bidder(s) by providing:
- (a) Company profile including company organization, number of years in business, number of employees, number of full time Project Managers, number of full time Site Superintendents. Company profile should be limited to 2 pages.
 - (b) Detailed, comprehensive resumes for all key personnel proposed for this Project, clearly identifying for each key personnel:
 - (i) the specific roles and responsibilities fulfilled on each project listed under their past project experience.
 - (ii) clearly explain / justify personnel assignment providing explanations of how each individual's qualification of experience would specifically benefit this Project.
 - (iii) list back-up personnel with equivalent or similar experience who can take over the associated role and responsibility should the listed key personnel leave his/her role due to personal reasons, injury, or death.
 - (iv) Resumes should include at minimum:
 - (i) Senior Personnel / Lead Project Manager,
 - (ii) Site Superintendent(s),
 - (iii) Site Foreman,
 - (iv) Safety Office, other key personnel.
 - (c) Provide information related to 3 to 5 projects, completed within the past 10 years, or currently underway in Manitoba or elsewhere in Canada. Include a short description of projects executed similar in size, scope and complexity to the proposed project of subject; include:
 - (i) Comparable Projects Completed should demonstrate experience with emergency facilities or other relevant of comparable scope and complexity, inclusive of two (2) references.
 - (ii) Original targeted project completion date (substantial and total completion) and actual substantial completion date with reason for such the variance,
 - (iii) Description of project schedule management strategies used,
 - (iv) Original project value and completed project value with reasons for such variance,
 - (v) Description of project budget management strategies used,
 - (vi) Project Superintendent(s) and Project Manager(s),
 - (vii) Contract Type (Design-Build, Design Bid Build, Construction Management, etc),
 - (viii) the names, phone numbers, and emails of clients and Prime Consultants of each project,
 - (ix) Description of valuable knowledge and experience noted project will bring to the proposed project of subject.
 - (d) Two (2) references for key personnel proposed. Each reference should consist of a company name, contact name, email address, and phone number. The City of Winnipeg will contact the references to discuss the personnel performance. The City is seeking contractors with verified success in keeping with scope, schedule, and cost, and effectively managing any variance from such in a professional manner.

B25. EVIDENCE OF BONDING CAPACITY, SAFETY, INSURANCE, WORKERS COMPENSTATION AND AUTHORITY TO CARRY ON BUSINESS (SECTION C)

BONDING CAPACITY

B25.1 Further to B22.1(c), the Bidder should provide evidence of bonding capacity of at least 50% of the final Contract Value, estimated at approximately ten million dollars (\$10,000,000) in the form of a letter of prequalification from a recognized bonding company.

- (a) Company bonding capacity information:
 - (i) company single / aggregate construction project bonding capacity and
 - (ii) length of relationship with Bidder.

WORKPLACE SAFETY AND HEALTH

B25.2 Further to B22.1(c), the Bidder should provide proof satisfactory that the Bidder has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.)
- (c) Details of its safety record for the past five (5) years, including team safety statistics and an overview of the proposed safety program for the Project.

INSURANCE

B25.3 City will provide, pay for and maintain an owner-controlled insurance program (OCIP) to remain in place at all times during the performance of the Work, unless otherwise specified below. The City reserves the right to add, delete, revise, and redefine insurance requirements at any time, at its sole discretion, during the RFQ Process or Tender Process.

B25.4 At this time, the City plans to provide and maintain the following Project insurance coverages:

- (a) Wrap-up liability insurance covering bodily injury, personal injury, property damage and products, professional services exclusion applicable to professionals and completed operations consistent with industry standard insurance policy wordings. Wrap up liability insurance to also include evidence of contractual liability and cross liability clauses;
 - (i) The successful Bidder/Contractor shall be responsible for deductibles of a minimum fifty thousand Canadian Dollars (\$50,000 CAD) of any one loss.
- (b) Broad form builder's risk Insurance including testing and commissioning, insuring 100% of the full value the Project until the Substantial Completion Date;

- (i) The successful Bidder/Contractor shall be responsible for a minimum deductible of one hundred thousand Canadian Dollars (\$100,000 CAD) per occurrence except for flood and water damage losses of one hundred and fifty thousand Canadian dollars (\$150,000 CAD), and testing and commissioning losses to be defined in the Tender.

B25.5 At this time, its planned that the Bidder, or other parties as stated below, shall exhibit insurability and provide and maintain the following insurance coverage at all times during the performance of the Work:

- (a) Commercial general liability insurance, in the minimum amount of five million Canadian Dollars (\$5,000,000 CAD) inclusive per occurrence five million Canadian Dollars (\$5,000,000 CAD) general aggregate. The said commercial general liability insurance shall include a cross liability clause, coverage for products and completed operations, blanket contractual, non-owned automobile and unlicensed motor vehicle liability, if to be used in the performance of the Work;
- (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident ;
- (c) Property insurance for equipment and tools used on the project that may be owned, rented, leased or borrowed.

B25.6 It is currently planned that all deductibles, fees, premiums, and associated broker fees indicated in B25.5 (a), B25.5(b), and B25.5 (c) shall be borne by the Bidder/Contractor as determined by the applicable insurance coverage(s).

B25.7 All policies must be with insurers licenced to carry on business in the Province of Manitoba with a Best's rating of A-X or higher or S&P equivalent (not applicable to insurance provided by Manitoba Public Insurance).

B25.8 All policies shall be in a form satisfactory to the City and shall be kept in full force during the Work.

B25.9 The Bidder/Contractor will be required to cooperate with the City and provide information necessary to obtain the insurance(s) as outlined in B25.4.

B25.10 All Persons covered under the wrap up insurance shall continue to carry general liability insurance for two (2) years from total performance.

B25.11 Final details about the insurance requirements will be set out in the Tender.

WORKERS COMPENSATION

B25.12 Further to B22.1(c), the Bidder should provide evidence of the Workers Compensation coverage specified in C6.15 of the General Conditions, identified in B7.

AUTHORITY TO CARRY ON BUSINESS

B25.13 Further to B22.1(c), the Bidder should provide evidence of authority to carry on business as specified below.

- (a) be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba.

B26. SUBSTITUTIONS

B26.1 If, following your Submission, you become aware that any Persons identified to participate in this Project will be unable or is likely to be unable to participate on this Project, you must immediately advise the Contract Administrator and indicate your proposed substitute Person. Failure to do so may result in disqualification of your Submission from the RFQ process or, if the City becomes aware of your breach of this provision after the Tender has been issued, from the Tender process.

B27. NON-CONFORMING SUBMISSIONS

B27.1 Notwithstanding B22.1, if a Bidder's Submission is not strictly in accordance with any provision of this RFQ, the City may, at its option:

- (a) waive the non-conformance if, in the City's opinion, the non-conformance is immaterial; or
- (b) reject the Submission as non-responsive if, in the City's opinion, the non-conformance is material.

B27.1.1 If the non-conformance is an omission, the City may, at its discretion, give the Bidder up to five (5) Business Days to supply the omitted material.

B27.2 If the requested information is not submitted by the time specified in B27.1.1, the Submission will be determined to be non-responsive.

B28. BIDDER'S COSTS AND EXPENSES

B28.1 Bidders are solely responsible for their own costs and expenses in preparing and submitting a Qualification Submission and participating in the RFQ, including the provision of any additional information or attendance at meetings.

EVALUATION

B29. EVALUATION CRITERIA

B29.1 Bidders will have their Submissions evaluated in accordance with the criteria and weight factors indicated below:

	EVALUATION CATEGORY	WEIGHTING (%)
A	FORM A - QUALIFICATION SUBMISSION (SECTION A)	
	1. Fully Completed Form A	Pass/Fail
B	EXPERIENCE OF BIDDERS (SECTION B)	85
	a) Company Profile	15
	b) Key Personnel Experience	20
	c) Bidder Project Experience	25
	d) References	25
C	EVIDENCE OF BONDING CAPACITY, SAFETY, INSURANCE, WORKERS COMPENSATION, AND AUTHORITY TO CARRY ON BUSINESS (SECTION C)	15
	Total SCORE	100

B29.2 Further to B29.1(a) and B27, the City may reject a Submission as being non-responsive if the Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or

other irregularities. The City may reject all or any part of any Submission, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

- B29.3 Reference checks to confirm information provided may not be restricted to only those submitted by the Bidder, and may include organizations representing Persons, known to have done business with the Bidder.
- B29.4 The City has full power to conduct an independent verification of information in any Submission received and generally pertaining to the qualifications and experience of the Bidder and any proposed members of its team.
- B29.5 The City may, in its sole discretion, interview any or all Bidders during the evaluation process, to provide clarification or additional information in relation to its Submission.
- B29.6 Further to B29.1, a Submission may be determined to be not qualified if the Submission does not obtain a minimum of 70% of the points for each section.

B30. NO CONTRACT

- B30.1 By submitting a Qualification Submission and participating in the process as outlined in this document, Bidders expressly agree that no contract of any kind is formed under, or arises from this RFQ, and that no legal obligations will arise.
- B30.2 Although it is the intention of the City to establish a shortlist of Bidders to participate in the Tender stage of the procurement process, the City reserves the right and the full power to give notice in writing of any change to its Contract Administrator, amend any dates, schedules, limits and Scope of Work and any contract awarded, or to reject any and all Submissions, to launch a new or amended procurement process, or to decide that it will not issue the Tender, without incurring any liability in respect of costs or damages incurred by any Bidder or any member of a private sector team.
- B30.3 Without limiting the generality of the foregoing, the City reserves the right and the full power to amend or cancel this RFQ, the procurement process or the Project at any time.
- B30.4 If the City proceeds to request a more detailed proposal, only to Bidders determined to be qualified under the RFQ process, the City will have no obligation to award a Contract where:
- (a) only one Submission is received; or
 - (b) in the judgment of the City, the interests of the City would best be served by not entering into a Contract.
- B30.5 The City reserves the right to disqualify any Bidder whose Submission, in the opinion of the City, contains false or misleading information.
- B30.6 Following the conclusion of the procurement process, Bidders will be provided with information related to the evaluation of their Submission upon written request to the Contract Administrator.